

INFRASTRUCTURE COMMITTEE MEETING
Monday January 27, 2014
6:00 P.M.

HAMPDEN TOWN OFFICE

A G E N D A

1. MINUTES OF 12/9/2013
2. OLD BUSINESS
 - A. Snowmobile Club Lease
 - B. Kiwanis Lease
3. NEW BUSINESS
 - A. Elm Street East Culvert
 - B. Route 1A State Paving/Sidewalk & Town Paving Schedule
 - C. Public Works Overtime/Staffing
4. PUBLIC COMMENTS
5. COMMITTEE MEMBER COMMENTS

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INFRASTRUCTURE COMMITTEE MEETING MINUTES
Monday December 9, 2013

Attending:

Councilor William Shakespeare
Councilor Greg Sirois
Councilor David Ryder
Councilor Carol Duprey
Councilor Tom Brann

Councilor Ivan McPike
Town Manager Susan Lessard
Regan Nichols, Reed's Brook Principal
Terry McAvoy, Resident
State Rep. Brian Duprey

The meeting was opened at 6 p.m. by Chairman Shakespeare.

1. MINUTES OF 11/25/2013 – The minutes of the 11/25/13 meeting were reviewed and approved with no changes.
2. OLD BUSINESS
 - A. Discussion of School Resource Officer Grant – Councilor Sirois discussed information received (copy attached) at a meeting which he attended held on Monday, December 9th with Superintendent Lyons, Asst. Superintendent Genest, Principal Nichols, Principal Yehle, the district health coordinator, Councilor McPike, Town Manager Lessard, Sergeant Stewart, and Public Safety Director Joe Rogers. The purpose of the meeting was to discuss the proposed middle school resource officer position for the district in terms of need and financial impact. School personnel and the Superintendent expressed support for the position and indicated a potential commitment of up to 50% of the cost of the position to be funded by the District. The Superintendent also indicated that he would discuss the idea of sharing funding with the Town of Winterport so that the resource officer could serve both District middle schools. However, the District was not in a position to be able to guarantee the funding and would not be able to do so until their budget was prepared. Councilor McPike questioned the need for the position, since the District indicated that it had not included the request in prior budgets. Councilor Sirois expressed concern over the number of positions that the School District had cut in direct educational programs such as foreign languages and whether the resource officer position was more necessary than those types of programs. He indicated that he was not opposed to the idea of the position but that funding it was not a higher priority compared to other items. Principal Nichols indicated that she believed that the school administration was sincere in their plan to fund a portion of the position and that the needs of the district and its individual schools changed from year to year and that accepting this grant was an opportunity to fill an identified need with the use of less local dollars than would be necessary otherwise.

Councilors Duprey and Ryder indicated that they had not heard from anyone in support of the additional position – but had heard from a number of people, including those who attended the last Council meeting, who were in opposition,

primarily due to the cost. Councilor Sirois also indicated that he had discussed the subject with many people and only found one so far who was in support of it.

Councilor Brann spoke in support of the position due to his belief that the presence of an officer in the school would provide help for students in a more basic life-skills manner, and because the program had proved its success over a fifteen year time period at the high school level. Councilor Shakespeare spoke in support of the position due to his belief that an additional officer would complement the work already being done at the high school level and may have some chance of averting an intruder-type incident in the school should one ever occur.

The Town Manager answered questions related to the grant application process, financial impact of the decision, law enforcement authority when one community lies in another legal jurisdiction (Waldo County), and whether there would be a need for another police vehicle if the position were approved.

The Committee also discussed other options which may be available to the school in order to meet at least part of the need for another resource officer, which could include contracting with the Town or Penobscot County for an officer to spend so many hours a week or month in the middle school(s). Councilor Sirois asked the Town Manager to have the Public Safety Director provide additional information for the meeting on Monday relative to any cost savings/avoided costs for the department that would be realized if the position were filled.

Councilor Sirois also discussed the fact that he had attended a District Safety meeting and was impressed with the team of people and the level of expertise present. He intends to attend these monthly meetings.

Public Comment - Resident Terry McAvoy spoke in opposition to the grant for a number of reasons including his belief that the need is not present, the grant should not have been applied for without Council permission, another vehicle would be needed if the grant went forward, and the cost of it is too high over the four year period. Based on a previous comment by the Public Safety Director that having a cruiser parked at the high school may be having somewhat of a deterring effect on the possibility of intruders - State Representative Duprey suggested that parking a cruiser at each school may be a deterrent to someone considering some kind of negative act.

Motion by Councilor Duprey, seconded by Councilor Ryder to recommend to the full council that the School Resource Officer grant be returned. Vote 4 – 2 (Brann, Shakespeare). Motion carried.

3. NEW BUSINESS - None
4. PUBLIC COMMENTS - None
5. COMMITTEE MEMBER COMMENTS – Councilors Ryder, Shakespeare and Duprey requested that several items be included on the next agenda:
 - a. Adding Fridays to construction/demo weekends
 - b. Looking into timber harvesting at the business park in advance of any development so that the Town could realize funds from that activity
 - c. Increasing transfer station decal fees from \$5 to \$20
 - d. Creating a tiered sticker fee system so that those who utilized the brush/construction demo/metal disposal areas paid a higher amount

The meeting was adjourned at 7:35 p.m.

Respectfully submitted,

Susan Lessard
Town Manager

2A
#5,06

LEASE AGREEMENT

LEASE AGREEMENT dated this 7th day of April, 2003, between Town of Hampden, a Maine municipality with a place of business in Hampden, Maine ("Landlord"), and Goodwill Riders, a Maine nonprofit corporation with a place of business in Hampden, Maine, ("Tenant").

1. LEASE OF PROPERTY; TERM OF LEASE.

(a) Landlord, for and in consideration of the rents to be paid and of the covenants and agreements hereinafter contained to be kept and performed by Tenant, hereby leases to Tenant, and Tenant hereby hires from Landlord, the land, together with buildings and improvements thereon, situated at 842 and 844 Western Avenue, Hampden, Maine, being a portion of Landlord's land depicted on Tax Map 8 as Lot 11A. The leased premises includes the so-called fire station building and the clubhouse building currently occupied by Tenant, as well as the appurtenant driveway(s) and parking area(s), all of which shall be referred to as the "premises."

(b) The term of this Lease shall be for a period of five (5) years, commencing on April 1, 2003 and ending on March 31, 2008, both dates inclusive, unless sooner terminated, as herein provided.

2. RENT.

(a) During the term of this lease, Tenant covenants and agrees to pay to Landlord, in advance, without demand, setoff, or reduction of any kind, annual rent in the amount of One Dollar (\$1.00).

3. PAYMENT OF ASSESSMENTS, UTILITY CHARGES, ETC.

(a) Tenant shall timely pay all charges for electricity, water, sewer, and all other public and private utility service or services furnished to or for the benefit of the premises during the term.

(b) Tenant shall also pay all costs, fees, and expenses associated with the use and maintenance of the premises.

(c) Tenant shall, at its sole cost and expense, sufficiently heat the premises to protect against freeze ups and damage to the buildings.

4. USE, MAINTENANCE, ALTERATIONS, REPAIRS, ETC.

(a) Tenant has leased the premises after a full and complete examination thereof, as well as its present uses and non-uses. Tenant accepts the premises without any representation or warranty, express or implied, in fact or by law, by Landlord and without recourse to Landlord as to the nature, condition, or suitability thereof, or the use or uses to which the premises or any part thereof may be put.

(b) Throughout the term, Landlord shall not be required to furnish any services or facilities, nor to make any repairs or alterations, in or to the premises. Tenant hereby assumes the full and sole responsibility for the condition, operation, repair, replacement, maintenance, and management of the entire premises.

(c) Tenant shall, at its sole cost and expense, at all times throughout the term, take good care of the premises and make all repairs necessary thereto in order to maintain and/or restore all buildings and improvements on the premises at least to the extent of their value at the time of maintenance and/or restoration, and as far as practicable to their original quality and character, as existed immediately prior to the occurrence necessitating the repairs, whether interior or exterior, structural or nonstructural, ordinary or extraordinary, and foreseen or unforeseen. Further, Tenant shall maintain and keep the premises in good order, repair and condition. The foregoing obligation of Tenant is absolute, regardless of whether the repair could be characterized as routine maintenance or a capital repair.

(d) Only upon obtaining the prior written consent of Landlord, Tenant may, at its sole cost and expense, make additions, alterations, and changes in and to the premises, provided that Tenant is not then in default in the performance of any of Tenant's covenants, obligations, duties, or agreements in this Lease. All erections, alterations, additions, and improvements, whether temporary or permanent in character, which may be made upon the premises by any person, except only the placement thereon of furniture, moveable trade fixtures, and moveable machinery or equipment of Tenant, shall become the property of Landlord and shall remain upon and be surrendered with the premises as part thereof at the termination of this Lease without any compensation whatsoever to Tenant or to anyone else.

(e) Tenant's use of the premises shall be as a snowmobile club.

5. INDEMNIFICATION OF LANDLORD.

(a) After commencement of this lease, Landlord shall not be responsible or liable for any damage or injury to any property or to any one or more persons at any time on or about the premises arising from any cause whatsoever after the commencement of this lease. Tenant shall not hold Landlord in any way responsible or liable therefor, and hereby releases and remises Landlord therefrom. Tenant shall defend, indemnify and hold Landlord harmless from and against (i) any and all claims, liabilities, penalties, damages, expenses and judgments arising from injury to persons or property of any nature in or upon the premises and (ii) any and all of the foregoing arising from Tenant's occupation of, and its conduct of activities upon, the premises.

6. INSURANCE.

(a) During the term, Tenant shall, at its sole cost and expense, and for the benefit of the Landlord, carry and maintain fire and extended coverage insurance covering the premises against loss or damage by fire and against loss or damage by other risks now or hereafter embraced by

"extended coverage", so-called, in an amount equal to current replacement costs of all improvements and buildings on the premises, and shall name Landlord and Tenant as loss payees as their interests may appear.

(b) During the term, Tenant shall, at its sole cost and expense, and for the benefit of Landlord, carry and maintain comprehensive public liability insurance, including property damage, insuring Landlord and Tenant against liability for injury or damage to persons or property occurring in or about the premises or arising out of the ownership, maintenance, or use or occupancy thereof. The liability under such insurance shall not be less than: (i) \$1,000,000.00 for any one person injured or killed, (ii) \$1,000,000.00 for any one accident, and (iii) \$100,000.00 for personal property damage per accident.

(c) All policies of insurance (except liability insurance) carried or maintained hereunder shall provide by endorsement that any loss shall be payable to Landlord and Tenant as their respective interest may appear. All such insurance shall be in a form, and maintained with carriers, satisfactory to Landlord.

(d) All policies of insurance carried or maintained hereunder shall contain an agreement by the insurer that each such policy shall not be cancelled without at least 10 days prior written notice to Landlord and Tenant.

(e) Tenant shall annually deliver to Landlord evidence of the above mentioned insurance coverage satisfactory to Landlord. Upon Tenant's failure to comply in full with this paragraph 6, Landlord shall have the immediate right to: (i) obtain the aforesaid insurance coverage, (ii) pay the premium therefor, and (iii) collect the amounts paid for the premium from Tenant.

7. DAMAGE OR DESTRUCTION.

(a) If, at any time during the term, the buildings or improvements on the premises shall be wholly or partially damaged or destroyed by fire or other casualty (including any casualty for which insurance coverage was not provided) of any nature whatsoever, regardless of whether said damage or destruction resulted from an act of God, the fault of Tenant, or from any other cause whatsoever, except those caused by Landlord, its agents or employees, and Landlord determines that it is in its best interests to have the same repaired or reconstructed, then Tenant shall promptly repair or reconstruct the damage or destroyed buildings and improvements on the premises at least to the extent of the value at the time the damage or destruction was suffered, and as far as practicable, to their original quality and character, of all such buildings and improvements as in existence immediately prior to the damage or destruction. Such repair or construction shall be made in accordance with plans and specifications therefore which shall first be submitted to, and approved in writing by, Landlord prior to commencement of any repair or reconstruction, which approval shall not be unreasonably withheld.

(b) All insurance money collected by Tenant and/or Landlord from any policy of insurance on account of such damage or destruction, less the cost, if any, incurred in connection with the adjustment of the loss and the collection thereof (herein sometimes referred to as the "insurance proceeds") shall be applied to the cost of repair or reconstruction of the premises, unless Landlord decides that repair or reconstruction is not in its best interests, in which event the insurance proceeds for the repair or reconstruction shall be paid to Landlord. Provided, however, that Tenant shall be reimbursed for its expense for materials it may have provided during the term of this lease to improve or alter, but not to repair, the buildings.

8. ASSIGNMENT; SUBLETTING.

(a) Tenant shall not assign, mortgage, pledge, hypothecate, encumber, or in any manner transfer this Lease, any portion thereof, or any interest therein, nor sublease all or any portion of the premises, without the prior written consent of Landlord.

(b) In the event of any voluntary or involuntary bankruptcy, arrangement, plan of reorganization, assignment for the benefit of creditors, or other insolvency or related proceeding filed, instituted, or conducted by, against, or otherwise on behalf of or regarding Tenant, the leasehold created hereby shall not be assigned in whole or in part nor the premises sublet, in whole or in part, nor shall either this leasehold or the premises be otherwise conveyed or transferred in whole or in part, to any party.

9. DEFAULT PROVISIONS.

The occurrence of any of the following events shall constitute a default under this Lease:

(a) Tenant shall fail to make full and timely payment of any rent or any other sum payable by Tenant to Landlord, and such failure continues for a period of 15 days after written notice by Landlord to Tenant as per paragraph 15 herein.

(b) Tenant shall fail to perform or observe any covenant, term or condition of this Lease to be performed or observed by Tenant, and such failure continues for a period of 30 days after written notice by Landlord to Tenant as per paragraph 15 herein (other than regarding defaults covered by sub-paragraph (a) hereof).

(c) Tenant shall cause or permit the premises to become vacant or abandoned for any period of time whatsoever.

10. LANDLORD'S REMEDIES.

Upon the occurrence of an event of default specified in paragraph 9 hereof, Landlord may, at its option, exercise any one or more of the following remedies:

(a) Landlord may give Tenant a notice of its intention to terminate this Lease, specifying a date not less than 30 days thereafter, upon which date this Lease, the term and estate hereby granted, and all rights of Tenant hereunder shall expire and terminate. Notwithstanding the foregoing: (i) Tenant shall remain liable for damages as hereinafter set forth, and (ii) Landlord may institute dispossession proceedings for non-payment of rent, distraint, or other proceedings to enforce the payment of rent. Upon such termination or expiration of this Lease, Tenant shall peaceably quit and surrender the premises to Landlord, and Landlord may without further notice enter upon, re-enter, possess, and repossess itself thereof, by force, summary proceedings, ejectment, or otherwise and may have, hold, and enjoy the premises.

(b) Landlord may, at Landlord's sole option (without imposing any duty upon Landlord to do so), and Tenant hereby authorizes and empowers Landlord to: (i) re-enter the premises on Tenant's account, for Landlord's own account or otherwise, (ii) relet the same for any term, (iii) remodel the same if necessary or desirable for such reletting purposes, and (iv) receive and apply the rent so received to pay all fees and expenses incurred by Landlord as a result of such default, including without limitation any legal fees and expenses arising therefrom, the costs of re-entry, repair, remodeling and reletting, and the payment of the rent, and other charges due hereunder. No entry, re-entry, or reletting by Landlord, whether by summary proceedings, termination, or otherwise, shall discharge Tenant from any of its liability to Landlord as set forth in this Lease.

(c) Tenant shall be liable for all costs, charges and expenses, including without limitation attorney's fees and disbursements, incurred by Landlord by reason of the occurrence of any default or the exercise of the Landlord's remedies with respect thereto.

11. LANDLORD'S RIGHT TO PERFORM; WAIVERS; ATTORNEY'S FEES.

(a) If the Tenant shall fail to make any payment required to be made under this Lease, or shall default in the performance of any covenant, agreement, term, provision, or condition herein contained, Landlord may 30 days after written notice as per paragraph 15 herein, without being under any obligation to do so and without thereby waiving such default, make such payment and/or remedy such other default for the account and at the sole expense of Tenant. Tenant shall pay to Landlord, on demand, the amount of all sums so paid and all expenses so incurred by Landlord.

(b) Landlord may restrain any breach of any covenant, agreement, term, provision, or condition herein contained. No term of this Lease shall be deemed to have been waived by Landlord unless such waiver is in writing, signed by Landlord or its agent fully authorized in writing. Receipt or acceptance of rent by Landlord shall not be deemed a waiver of any default under this Lease, nor of any right Landlord that may be entitled to exercise under this Lease.

(c) In the event of any default by Tenant under this Lease, Landlord shall be entitled, in addition to any other rights and remedies hereunder, to be reimbursed by Tenant for attorney's fees incurred by Landlord in the exercise of its rights and remedies.

12. EXPIRATION OF LEASE.

Upon the expiration of the term, or the sooner termination hereof:

(a) Tenant shall peaceably and quietly leave, surrender, and yield up unto Landlord the entire premises free of occupants. Any removable property of Tenant which shall remain in or upon the Premises after the expiration of the term or sooner termination thereof and the removal of

Tenant from the premises may, at the option of the Landlord, be deemed to have been abandoned, and may be either retained by Landlord as its property or disposed of in such manner as Landlord may in its sole discretion deem appropriate; and (b) If Tenant shall remain in the premises such holding over shall not constitute a renewal or extension of this Lease. Landlord may, at its sole discretion, elect to: (i) treat Tenant as one who has not removed at the end of its term, or thereupon be entitled to all remedies against Tenant provided for by law or under this Lease regarding such situation; or (ii) construe such holding over as a tenancy at will, subject to all the terms and conditions of this Lease except the duration thereof.

13. SUCCESSORS AND ASSIGNS.

Except as otherwise provided in this Lease, this Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective successors and assigns.

14. ENTIRE AGREEMENT.

This Lease contains the entire agreement between the parties, supersedes all prior negotiations and understandings among them, and shall not be altered or amended except by written agreement signed by Landlord and Tenant.

15. NOTICES.

All notices, demands, and other communications hereunder shall be in writing, by certified mail, return receipt requested, and shall be sent to the following addresses:

To Landlord by mailing to:

Susan Lessard, Town Manager
Town of Hampden
106 Western Avenue
Hampden, ME 04444

To Tenant by mailing to:

Bill Hall
717 Western Avenue
Hampden, ME 04444

16. GOVERNING LAW.

This Lease shall be governed by and construed in accordance with the laws of the State of Maine.

17. COUNTERPARTS.

This Lease may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which taken together shall constitute one agreement binding on all parties hereto, notwithstanding that the parties shall not have signed the same counterpart.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

TOWN OF HAMPDEN

Katherine A. Case
Witness

By Susan Lessard
Susan Lessard
Its Town Manager

GOODWILL RIDERS

Robert Stubb
Witness

By Bill Hall
Name: Bill Hall
Title: Club President

2B

LEASE AGREEMENT

AGREEMENT OF LEASE made this 17th day of March, 1983, by and between the INHABITANTS OF THE TOWN OF HAMPDEN, a municipal corporation situated in Penobscot County and State of Maine (hereinafter Lessor), and The KIWANIS CLUB OF HAMPDEN, a corporation without capital stock located in Hampden, County of Penobscot and State of Maine (hereinafter Lessee).

RECITALS

1. Lessor is the sole owner of the premises described as Parcel Two in the deed of School Administrative District No. 22 to The Inhabitants of the Town of Hampden, dated April 20, 1969, recorded in the Penobscot Registry of Deeds, Vol. 2183, Page 31 (the demised premises), and desires to lease the premises to a suitable lessee.
2. Lessee desires to lease the subject premises for the purposes to which its charter is dedicated, being all non-profit purposes.
3. The parties hereto desire to enter into a lease agreement defining their rights, duties and liabilities relating to the premises.

Therefore, in consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION ONE
SUBJECT AND PURPOSE

Lessor leases the land and buildings situated in Hampden, Maine, as described hereinabove, to Lessee for the purposes to which its charter is dedicated, to wit: activities of a civic, social, educational, and otherwise non-profit nature.

SECTION TWO
TERM AND RENT

Lessor demises the subject premises to Lessee for a term of twenty-five (25) years, commencing June 1, 1983 and terminating twenty-five (25) years thereafter, to wit: May 31, 2008, at the annual rental rate of One Dollar (\$1.00). Rental payments shall be due and payable on the first day of June each year.

SECTION THREE
ALTERATIONS, ADDITIONS AND IMPROVEMENTS

Subject to the limitation that no substantial portion of the demised premises shall be demolished or removed by Lessee without the prior consent of Lessor, Lessee may, at its own expense, make any alterations, additions or improvements in and to the demised premises. All alterations, additions and improvements shall be performed in a workmanlike manner.

All alterations, additions and improvements on or in the demised premises at the commencement of the lease term, and that may be erected or installed during the term shall, except as otherwise provided herein, become part of the demised premises and the property of Lessor.

SECTION FOUR
REPAIRS

Lessee shall, at all times during the lease and at its own cost and expense, repair, replace and maintain in a good, safe and substantial condition the demised premises and shall use reasonable precaution to prevent waste, damage or injury to the demised premises.

SECTION FIVE
UTILITIES AND TAXES

All applications and connections for necessary utilities on the demised premises shall be made in the name of Lessee only, and Lessee shall be solely liable for all utility charges, including but not limited to gas, electricity and telephone services, water, heating costs and costs of snow removal.

SECTION SIX
PERMITS

It shall be the sole responsibility of Lessee to obtain all necessary federal, state and municipal permits such as may be necessary to the occupancy and use of the demised premises by Lessee.

SECTION SEVEN
LEASEHOLD AS SECURITY

Lessor agrees to permit Lessee to pledge the leasehold and/or any fixtures owned by Lessee as security for any loans(s) made by lending institutions, provided, however, that the loan shall be repayed by the end of the lease term and the said loan(s) shall be used solely for the purpose of making leasehold improvements.

SECTION EIGHT
DEFAULT

In the event Lessee shall fail to make rental payments on the due dates specified herein, or shall otherwise fail to comply with the obligations of Lessee under this Agreement at any time during the term of this Agreement, and shall continue to fail to make said rental payments or correct said failure to comply with this Agreement for a period of ten (10) days after receiving notice from Lessor of said default or breach, Lessor may at its option terminate the lease agreement by giving Lessee thirty (30) days written notice of said termination.

SECTION NINE
INSURANCE

Lessee agrees to provide insurance coverage at its own cost for all personal property, building contents, and Lessee-owned fixtures. Lessee further agrees to provide comprehensive liability insurance for the demised premises for its own protection in a reasonable amount given the nature of the contemplated or actual uses of the demised premises, and shall provide Lessor with a copy of said insurance policies if requested by Lessor. Lessee further agrees to obtain and provide any additional policies of insurance or increased amounts of liability coverage as Lessor may request from time to time during the term of this Agreement. Lessor agrees to provide insurance for the land, building structure and Lessor-owned fixtures.

SECTION TEN
RIGHT TO SUBLET

Lessee agrees not to sublet or assign this lease or any portion of the leasehold, other than to a financial institution for purposes of an improvement loan mortgage (Section Seven) without the prior express written consent of a duly authorized agent of Lessor. Said improvement loan mortgage(s), however, shall be subordinate to the interest of Lessor in the demised premises.

SECTION ELEVEN
QUIET ENJOYMENT

Lessor warrants that Lessee shall be granted peaceable and quiet enjoyment of the demised premises free from any eviction or interference by Lessor if Lessee faithfully abides by the terms and conditions of this lease agreement.

SECTION TWELVE
NOTICE

All notices shall be given in writing, and may be made by first-class mail sent to the party and addressed as follows:

LESSOR:

Inhabitants of the Town of Hampden
c/o Town Manager
Hampden Town Office
Hampden, ME 04444

or at such other place as Lessor may designate in writing

LESSEE:

Bion Foster
P.O. Box 287
Hampden, ME 04444

or at such other place as Lessee may designate in writing

Witness our hands and seals this 17th day of March, 1983.

Witness:

Marie G. Baker

INHABITANTS OF THE TOWN OF HAMPDEN

By [Signature]
Its Treasurer duly authorized
Lessor

KIWANIS CLUB OF HAMPDEN

By [Signature]
Its President duly authorized
Lessee

MEMORANDUM OF LEASE

Lessor: Inhabitants of the Town of Hampden
c/o Town Manager
Hampden Town Office
Hampden, ME 04444

Lessee: Kiwanis Club of Hampden
c/o Bion Foster
P.O. Box 287
Hampden, ME 04444

Date of Lease: March , 1983.

Term of Lease: June 1, 1983 to May 31, 2008.

Options of Renew: None.

Property Description: The premises situated in the Town of Hampden, County of Penobscot and State of Maine and more particularly described as Parcel Two in the deed of School Administrative District No. 22 to The Inhabitants of the Town of Hampden, dated April 20, 1969, recorded in Penobscot Registry of Deeds, Vol. 2183, Page 31.

INHABITANTS OF THE TOWN OF HAMPDEN

Dated: March 17, 1983

By 
Its Treasurer, Lessor

KIWANIS CLUB OF HAMPDEN

Dated: March 17, 1983

By 
Its President, Lessee

STATE OF MAINE

Penobscot, ss.

March 17, 1983

Personally appeared the above named R. Lewis Bone, Treasurer of the Town of Hampden, and acknowledged the foregoing instrument to be his free act and deed in said capacity and the free act and deed of said municipal corporation, and a true and accurate memorandum of the lease agreement described hereinabove.

Before me,


Notary Public--Justice of the Peace

3A

**COMMITMENT & INTEGRITY
DRIVE RESULTS**

One Merchants Plaza | Suite 501
Bangor, Maine 04401
www.woodardcurran.com

T 800.564.2333
T 207.945.5105
F 207.945.5492

December 16, 2013



Chip Swan
Public Works Director
Town of Hampden
106 Western Avenue
Hampden, ME 04444

Re: Elm Street Slope Stabilization – Preliminary Assessment

Dear Chip:

As requested, we have investigated the feasibility, cost and permitting requirements for your approach to resolve the issues on Elm Street. We understand it is your intention to use large diameter riprap to stabilize the easterly slope. We visited the Site to observe the condition of the road, culvert and guardrail and to approximate the grades and conditions of the surrounding terrain. Attached is a concept sketch of the existing grades we observed as well as a sketch of the solution you've described. The sketches are not a completed design document but simply a sketch which allowed us to estimate volumes and to approximate the impact from a permitting perspective.

We have assumed that 100 LF of the road will be completely reconstructed within the current alignment (50 LF either direction centered on the culvert). This will include construction of a 1:1 slope on the downstream side of the culvert with large diameter riprap, fill behind the riprap, geotextile fabric, replacement of the existing 36" CMP culvert with a 36" RCP culvert, repair of current road base and subbase material, new guardrail, repaving and landscaping for slope stabilization. In addition, we have allotted \$5,000 for construction of a temporary widening of the road to allow traffic to pass during the construction period. Once construction has progressed, we have assumed material from the temporary widening can be used elsewhere on the project. We have attached a cost estimate for the proposed concept as discussed above.

The work as described will require a Natural Resources Protection Action (NRPA) Permit by Rule (PBR) due to work within a stream (the drainage running through the culvert). This work will also fall under the "Slope Stabilization" and "Stream Crossing" sections of Best Management Practices, which requires that the rip-rapped area not exceed a 1:1 slope. The permit will also fall under the "Adjacent Activities" section due to the toe of the slope being within 75' of the Souadabscook Stream.

The solution that you have proposed will likely provide a sufficient short to medium term solution to the erosion and sloughing issues present on Elm Street. As we've discussed, a geotechnical evaluation of the Site would be necessary to insure that the repairs are more long term. We have received a verbal estimate of \$4,500 from Fessenden Geo-Environmental Services to perform test borings and provide a geotechnical investigation with slope stabilization recommendations. Let me know if this is something you would like to proceed with and we would be happy to coordinate it for you.



If you have any questions or require any additional information, please do not hesitate to contact us.

Sincerely,

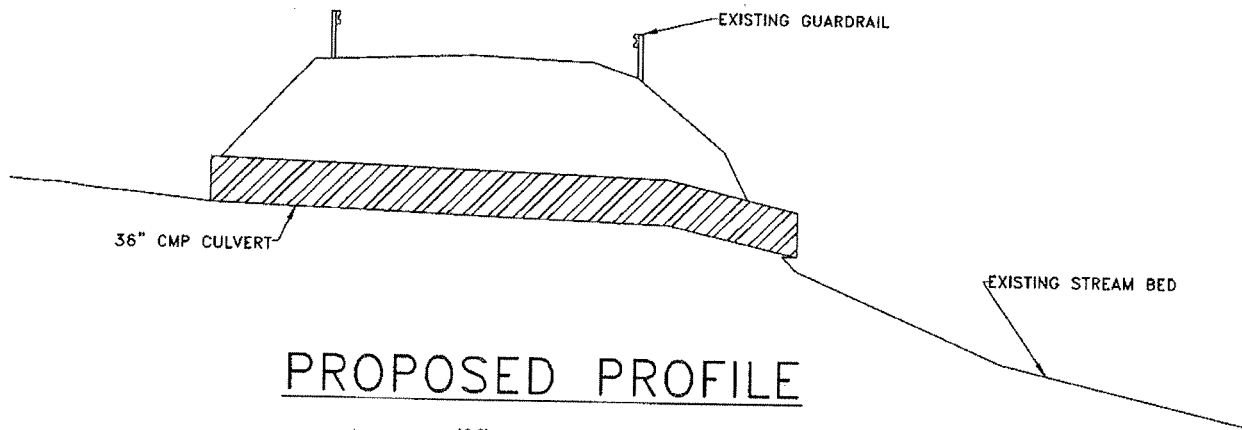
WOODARD & CURRAN INC.

A handwritten signature in black ink, which appears to read "James D. Wilson", is written over the printed name.

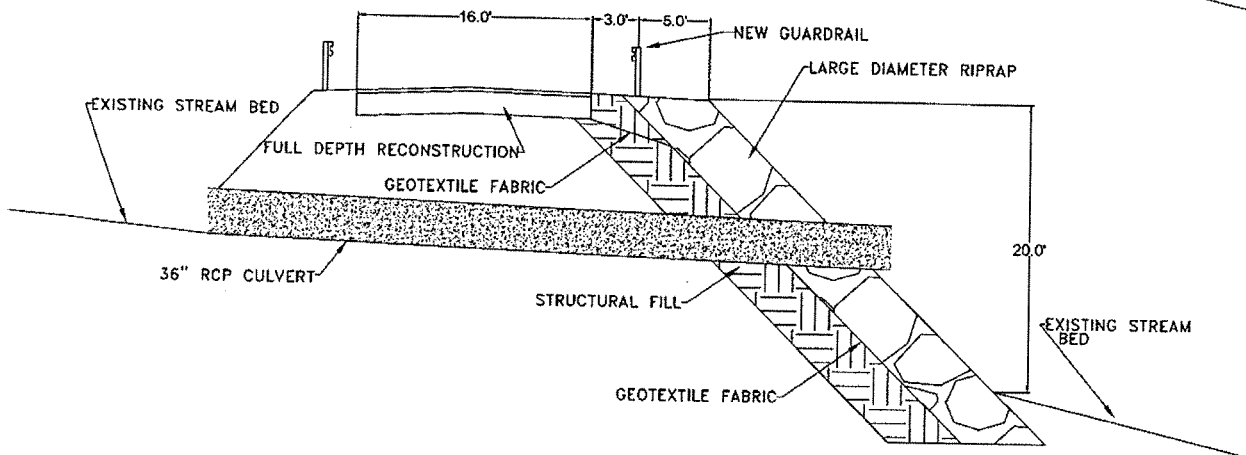
James D. Wilson, P.E.
Senior Project Manager


JDW/ces
213357.09

EXISTING PROFILE



PROPOSED PROFILE



JOB NO. 23337-00 DATE: DEC. 2013 SCALE: NTS	FIGURE 1
TOWN OF HAMPDEN ELM STREET EAST ROAD AND DRAINAGE IMPROVEMENTS	
EXISTING AND PROPOSED CONDITIONS	DESIGNED BY: CES CHECKED BY: JWH DRAWN BY: CES HAMPDEN, ELM ST. DRG.
45 William Drive Portland, Maine 04102 508.762.2023 www.mccordandscorran.com	COMMITMENT & INTEGRITY DRIVE RESULTS  MCCORD & SCORRAN



COMMITMENT & INTEGRITY
DRIVE RESULTS

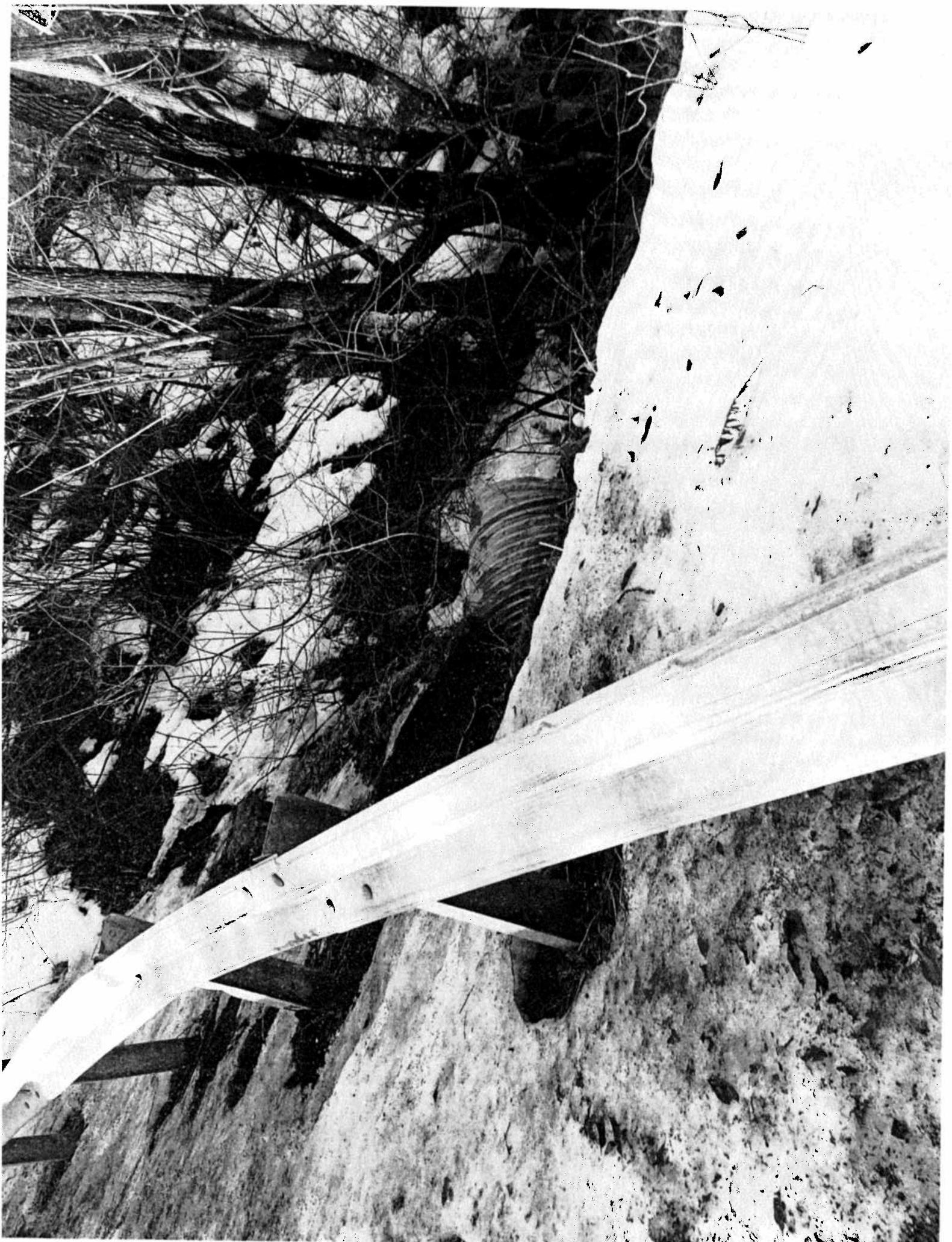
One Merchants Plaza | T 800.564.233;
Suite 501 T 207.945.510;
Bangor, Maine 04401 F 207.945.549;
www.woodardcurran.co

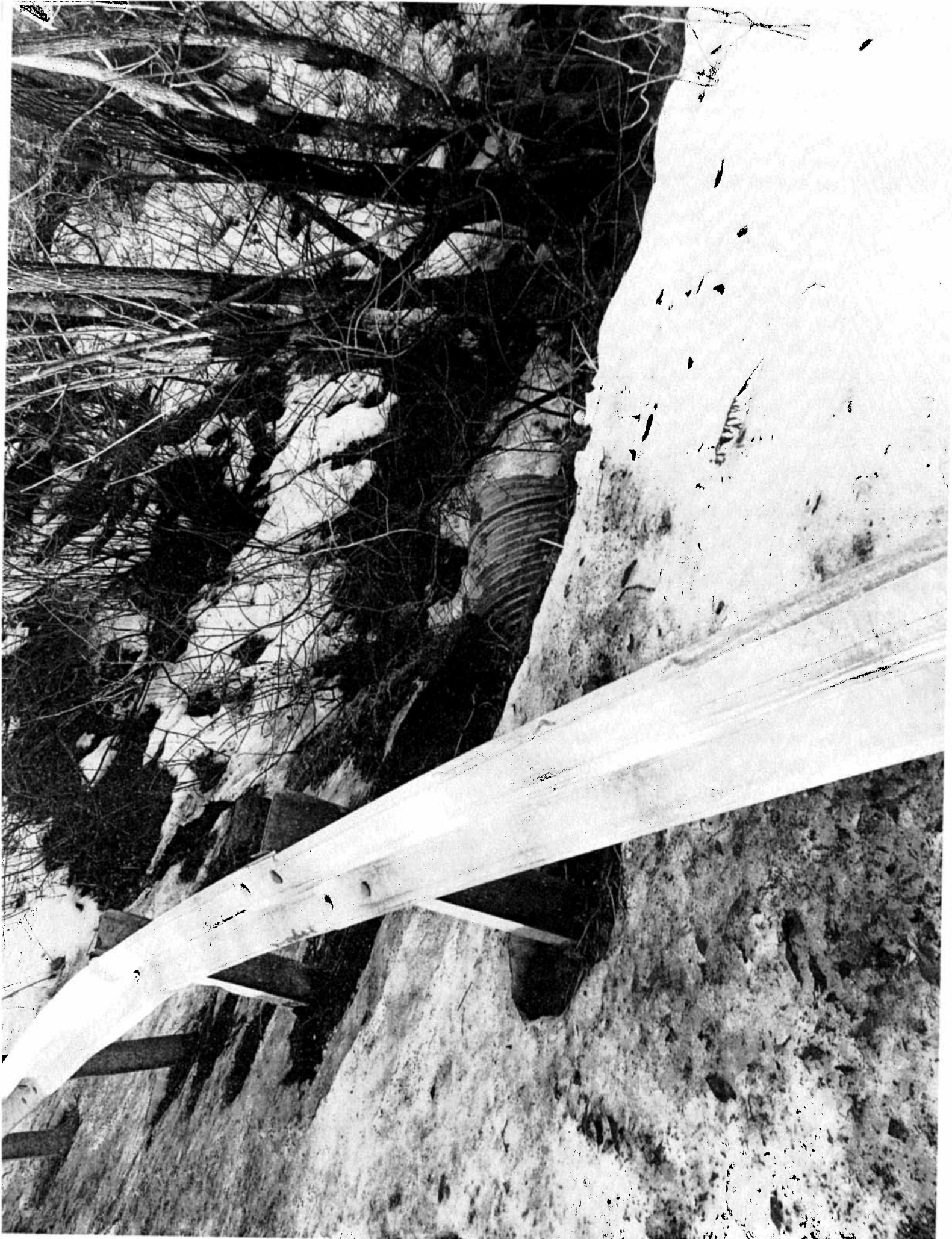
TOWN OF HAMPDEN
Elm Street East - Road & Drainage Improvements
Opinion of Probable Cost
December 16, 2013

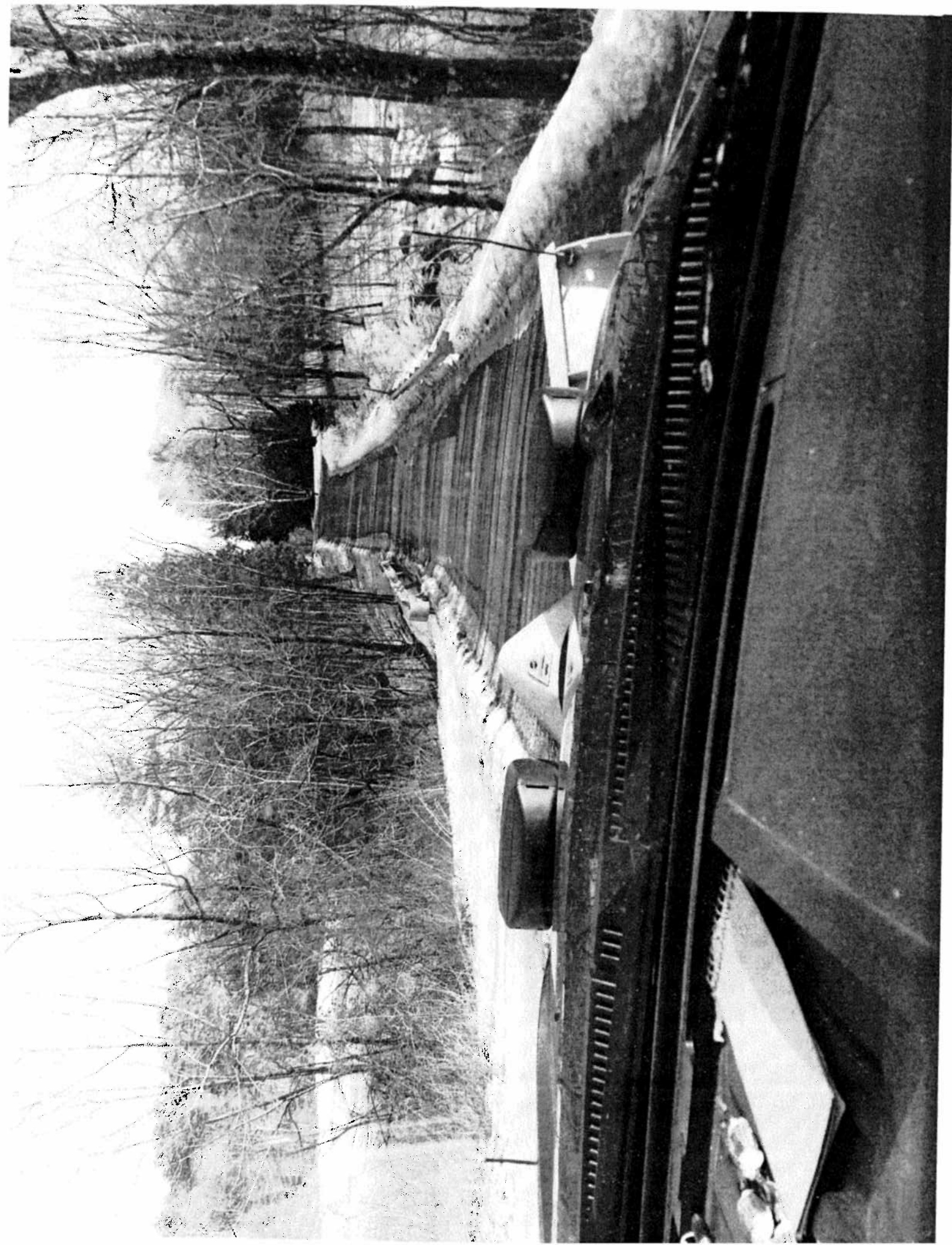
Elm Street East Road & Drainage Improvements					
No.	Description	Unit	Estimated Quantity	Unit Price	Value
1	Administrative (5% of Construction Cost)	LS	1	\$3,000.00	\$3,000.00
2	Large Diameter Riprap	CY	150	\$120.00	\$18,000.00
3	Structural Fill	CY	125	\$25.00	\$3,125.00
4	Geotextile Fabric	SY	300	\$2.00	\$600.00
5	36" RCP Culvert	LF	50	\$175.00	\$8,750.00
6	Pavement Repair - Town Roads	SY	200	\$55.00	\$11,000.00
7	Aggregate Subbase	CY	75	\$28.00	\$2,100.00
8	Aggregate Base	CY	50	\$27.00	\$1,350.00
9	Guardrail - New	LF	100	\$55.00	\$5,500.00
10	Landscaping	LS	1	\$3,000.00	\$3,000.00
11	Temporary Road	LS	1	\$5,000.00	\$5,000.00
Construction Subtotal					\$61,425.00
Contingency (10%)					\$6,142.50
Design/Admin (15%)					\$9,213.75
Permitting					\$1,500.00
Geotechnical Engineering					\$4,500.00
Project Total					\$67,567.50

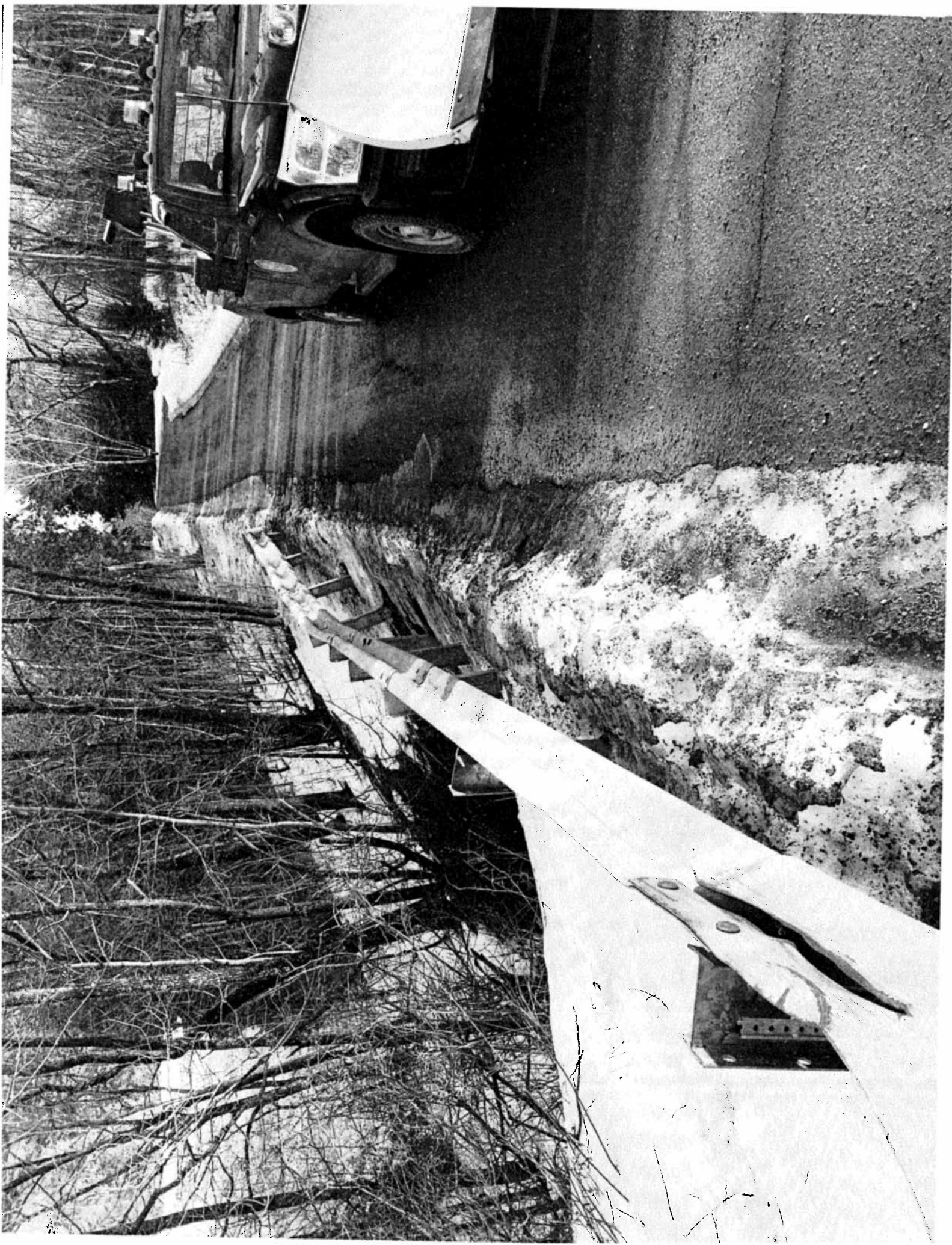














**MaineDOT**

MAINE DEPARTMENT OF TRANSPORTATION MUNICIPAL/STATE AGREEMENT

PROPOSED IMPROVEMENTS TO MAIN RD IN HAMPDEN (RTE 1A)

MaineDOT use only	
TEDOCS #:	_____
CT #:	_____
CSN #:	_____
PROGRAM:	_____

(MaineDOT Use Only)

Project Location: <u>Hampden</u>	Estimated Municipal Share: <u>\$124,145.26</u>
State WIN #: <u>20388.00</u>	Vendor Customer #: <u>17A13701</u>
Federal Aid Project #: <u>NHP-2038(800)</u>	Agreement Begin Date: _____
	Agreement End Date: <u>(3 years from the date last signed below)</u>

This Agreement is entered into between the Maine Department Of Transportation (hereafter the "Department") and the Town of Hampden, a municipal corporation located in the County of Penobscot (hereafter the "Municipality") (hereinafter the "Parties") regarding the planning, development, design, right of way, construction, cost sharing and reimbursement for a project to make improvements to Main Road (Rte 1A), in Hampden, Maine, (hereafter Project) as follows:

The following checked appendices are hereby incorporated into this Agreement by reference:

- ☒ Appendix A – Project scope, cost sharing, and payment schedule
- ☐ Appendix B – Bicycle/Pedestrian Facility Maintenance
- ☐ Appendix B – Landscape Maintenance
- ☐ Appendix B – Lighting/Flashing Beacon Operation and Maintenance
- ☐ Appendix B – Traffic Signal Operation and Maintenance
- ☐ Appendix B – Bridge Lighting/Approach Lighting Maintenance & Snow Plowing
- ☒ Appendix C – Additional work requested by Municipality

- A. The Department agrees to procure and administer a contract to construct the Project in accordance with the plans and specifications developed by the Department and, subject to Department approval. This would include any additional plans, specifications and estimates furnished by the Municipality. Please refer to Appendix A of this Agreement for the outline of the scope, limits of work and cost sharing.
- B. The Department shall be the sole administrator of this contract. The Department will pay all project costs, subject to cost sharing by the Municipality, when applicable, as specified in this agreement. Neither the Department nor its contractors will be required to pay for inspections and permits from the Municipality.
- C. The Department reserves the right to terminate the Project for any reason prior to the award of a contract to construct the Project. The Department also reserves the right to terminate all provisions pertaining to work requested by the Municipality at any time prior to the award of a contract to construct the Project because of any failure by the Municipality to meet any of the conditions and stipulations set forth in this Agreement.

- D.** Upon acceptance of plans, specifications and estimates, the Department shall solicit competitive bids for the Project. Upon acceptance of the lowest acceptable responsive, responsible bid to construct the Project and fulfillment of all terms set forth herein, the Department will submit the information to the Municipality, who will have up to five (5) business days to review the information and notify the Department of any questions or concerns. If the Department is not presented with any questions or concerns during the time allotted all decisions pertaining to the acceptance of the bids, the award and administration of the contract and all payments thereunder shall be the sole discretion of the Department.
- E.** The Municipality, at its election, may request that changes be made or work added to the Project during the period of construction, provided the Municipality agrees in writing to pay any additional cost plus an amount not to exceed ten (10%) percent of such construction cost to cover all necessary engineering, inspection and administrative costs associated therewith, unless specified otherwise. All such requests shall be subject to approval by the Department. In the event that such changes or work are approved for federal participation in the cost thereof, such additional cost may be reduced to the non-federal share.
- F.** The Municipality agrees to allow the Department's contractor to control all traffic through the work areas in accordance with the Traffic Control Plan approved by the Department. The development of the Traffic Control Plan will follow the process outlined below:
1. The PM will submit the project for Traffic Analysis and Movement Evaluation (TAME), when possible, approximately one year prior to advertisement. Once the results are received, the PM/Regional Traffic Engineer will discuss the proposed project with the Municipality (scope, limits, day or night work, work window, etc).
 2. The Municipality will comment on their concerns/issues (two week timeframe allowed).
 3. The PM & Designer will incorporate these comments where practical based on engineering judgment.
 4. If the Municipality desires, a meeting will be held prior to PS&E to review the project design, Special Provision 105 – Limitations of Operations, Special Provision 107 - Time, etc.
 5. The Municipality will have the opportunity to review and comment.
- G.** The Municipality agrees to alter, move, relocate or remove, or cause to be, at no cost to the Project, any municipal property, including all fixtures, facilities or monuments, located on, under or above the ground, as necessary to permit construction of the Project, which has not otherwise been provided for during the development of the Project. Any work necessary to do so during the period of construction shall be coordinated with the contractor for the Project.
- H.** The Municipality will, at no cost to the Department, assure proper adjustment, relocation, or repair of any portion of a service, whether above or below ground, that is located within the limits of the highway right-of-way and connected to any municipal utility, which might become necessary to permit construction of the Project. The Municipality agrees to hold the Department harmless from any claims for damages occurring as a result thereof.

- I. The Municipality agrees that during and after construction it will apply the requirements of the most recent version of the Department's "Utility Accommodation Policy" as the minimum guidelines not withstanding any municipal rules that are more lenient.
- J. To the extent that it is statutorily responsible therefore, the Municipality agrees to provide utilities, and to maintain all improvements and fixtures constructed, installed or furnished as a part of the Project in such a manner as necessary to preserve the use and function thereof for the expected period of their normal useful life as determined by accepted engineering and/or industry standards. To the extent any warranty exists for said improvements or fixtures, said warranty shall be first relied on by MaineDOT to address maintenance and/or repairs described in this paragraph.
- K. The Municipality agrees that except for an emergency, or as allowed in § 3351-A, it will prohibit the excavation of the highway within the limits of the Project for a period of at least five (5) years after completion of the Project, and agrees to make all necessary notifications to abutters and occupants of the highway as otherwise required of any city government under the provisions of 23 M.R.S.A. § 3351. Thereafter, all future excavations within the right-of-way of the Project shall be regulated and controlled in the manner specified by the Department in its most recent "*Rules, Regulations and Policies for Highway Openings*", which is incorporated herein and made a part hereof by reference.
- L. The Municipality will be responsible to keep new or replaced/rehabilitated pedestrian facilities in usable condition.
- M. The Municipality agrees to keep the right-of-way of the Project inviolate from all encroachments and agrees to remove, or cause to be removed, anything that may encroach thereon.
- N. When applicable the Municipality agrees to regulate all entrances to the highway within the limits of the Project in accordance with the provisions of 23 M.R.S.A. § 704.
- O. The Municipality with city council approval agrees to limit all on-street parking to the parking spaces as designed and constructed under the Project.
- P. The Department shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to the Department's option to withhold for the purposes of set-off any monies owed to the Municipality with regard to this Agreement and any other agreement with the Department, including any agreement for a term commencing prior to the term of this Agreement, plus any amounts owed to the Municipality for any other contract with any State of Maine department or agency.
- Q. To the extent permitted by law, the Municipality shall indemnify, defend and hold harmless the Department, its officers, agents and employees from all claims, suits or liabilities arising from any negligent or wrongful act, error or omission by the Municipality, its officials, employees, agents, consultants or contractors. Nothing herein shall waive any defense, immunity or limitation of liability that may be available to either party under the Maine Tort Claims Act (14 M.R.S. Section 8101 et seq.) or any other privileges or immunities provided by law. *Any other provision of this agreement to the contrary notwithstanding, this provision shall survive any termination or expiration of this Agreement.*
- R. The Department may postpone, suspend, abandon or otherwise terminate this Agreement upon thirty (30) days written notice to the Municipality and in no event shall any such action be deemed a breach of contract. Postponement, suspension, abandonment or termination may be taken for any reason by

the Department or specifically as the result of any failure by the Municipality to perform any of the services required under this Agreement to the satisfaction of the Department.

In the event of Project termination, all provisions of this Agreement shall become null and void except for those set forth under *Appendices A and C, if attached to this Agreement, as well as those provisions that by their very nature are intended to survive.*

- S. The Municipality certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. If the Municipality is unable to certify to this statement, it shall attach an explanation to this Agreement. The Municipality shall promptly notify MaineDOT if it or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- T. The Parties agree to: comply with and abide by all applicable State and Federal laws, statutes, rules, regulations, standards and guidelines, including the MUTCD and OSHA standards, and Agreement provisions; avoid hindering each other's performance; fulfill all obligations diligently; and cooperate in achievement of the intent of this Agreement.
- U. All provisions of this Agreement, *except those provided above in Paragraphs J-Q and those that by their very nature are intended to survive*, shall expire at Project final voucher, or upon final payment by the Municipality of any Project costs as hereinbefore provided, whichever occurs later.
- V. Anything herein to the contrary notwithstanding, the Municipality acknowledges and agrees that although the execution of this agreement by the Department manifests its intent to honor its terms and to seek funding to fulfill any obligations arising hereunder, by law any such obligations are subject to available budgetary appropriations by the Maine Legislature and, therefore, this agreement does not create any obligation on behalf of MaineDOT in excess of such appropriations.
- W. No assignment of this agreement is contemplated, and in no event shall any assignment be made without the express written permission of the Department.

IN WITNESS WHEREOF, the Parties hereto have executed this AGREEMENT in duplicate effective on the day and date last signed below.

Town of Hampden

MAINE DEPARTMENT OF TRANSPORTATION

By: _____
Susan M. Lessard, Town Manager

By: _____
Bradford P. Foley, Program Manager,
Highway Program

(Date Signed)

(Date Signed)

I certify that the signature above is true and accurate. I further certify that the signature, if electronic: (a) is intended to have the same force as a manual signature; (b) is unique to myself; (c) is capable of verification; and (d) is under the sole control of myself.

APPENDIX A
PROJECT SCOPE AND COST SHARING
MAINE DEPARTMENT OF TRANSPORTATION
MUNICIPAL/STATE AGREEMENT
Transportation Improvement Project

MUNICIPALITY OF Town of Hampden

PROPOSED IMPROVEMENTS TO Main Road (Rte 1A)

FEDERAL AID PROJECT NO. NHP 2038(800)

STATE PROJECT IDENTIFICATION NUMBER (WIN) 20388.00

Project Scope:

Funding Outline: The Total Project Estimated Cost is \$541,735.12, and the Parties agree to share costs through all stages of the Project under the terms outlined below.

Work Element	Municipal Share		State Share		Federal Share		Total Cost
	%	\$	%	\$	MPO Portion %	MaineDOT Portion %	
Preliminary Engineering	10	2,000		2,000		80	16,000
Right of Way	0	0	0	0		0	0
Construction	10	51,173.51		51,173.51		80	409,388.10
Construction Engineering	80	1,000		1,000		80	8,000
PROJECT SHARES		\$54,173.51		\$54173.51			\$433,388.10
Total Cost of Additional Work Requested by Municipality (Below)	100%	69,971.75					
TOTAL ESTIMATED MUNICIPAL SHARE (Receivable Amount)		\$124,145.26					

(Check if applicable)

☒ Additional Work as outlined in Appendix C to this Agreement.

Funding Outline: The Municipality agrees to pay 100% of the costs for the work outlined below.

Additional Work		Cost: 100% Municipal Share
Removal of existing curb and sidewalk pavement. Replace c/wth concrete curb, regrade and pave sidewalk areas as designated in the contract book.		\$69,971.75
TYPE OF WORK		COST
TYPE OF WORK		COST
TOTAL COST OF ADDITIONAL WORK REQUESTED BY MUNICIPALITY		\$69,971.75

Payment:

The Municipality shall submit payment to the Department within 30 days from the invoice date.

1. Prior to award of the contract for Project construction, the Municipality will be invoiced a portion of its share of the cost of the Project. Invoicing will include the following:
 - a. 100% of the local share of the Preliminary Engineering and Right of Way costs; plus
 - b. Fifty percent (50%) of the local share of the Construction and Construction Engineering cost based on the total bid price of the Project; plus
 - c. 100% of all additional work requested by the Municipality (when applicable).
2. **Final Voucher Payment to the Contractor.** A final bill will be created following the Department's final voucher payment to the Contractor, after all quantities are verified, and any required adjustments have been made. The cost of the work for which the Department will bill the Municipality shall be determined by the contract prices and the completed quantities of the work items or, in the event of termination, the local share of Project development cost to the point of termination as stipulated above. The final invoice will include the Municipality's share of any remaining costs.

Invoicing Schedule: The Municipal Payment Schedule shown below includes estimated invoicing dates based upon the estimated schedule and estimated cost of the Project:

Entity Name	Receivable Amount	Estimated Invoice Date
Town of Hampden	\$97,058.51	May 5, 2014
Town of Hampden	\$27,086.75	Oct 31, 2014
	\$	
	\$	
	\$	
	\$	

APPENDIX C
Additional Work

MAINE DEPARTMENT OF TRANSPORTATION
MUNICIPAL/STATE AGREEMENT
Transportation Improvement Project

MUNICIPALITY OF Town of Hampden

PROPOSED IMPROVEMENTS TO Main Road (Rte 1A)

FEDERAL AID PROJECT NO. NHP-2038(800)
STATE PROJECT IDENTIFICATION NUMBER (WIN) 20388.00

1. Description of Work Being Added to Project By The Municipality:

Remove existing HMA curb and sidewalk pavement on west side(Rt.) of project. Replace curb with concrete curb, regrade and pave existing sidewalk with 2" of HMA.

2. The Municipality agrees to furnish all plans, specifications and estimates necessary to include additional work under the Project; No ☒ - Disregard this Section, or Yes ☐ - as follows:

- a) All plans and specifications shall conform to the standards used by the Department as set forth in the latest version of its *"Highway Design Guide"* and *"Standard Details for Highways and Bridges"* and comply with the Department's Utility Accommodation Policy as set forth in its *"Policy On Above Ground Utility Locations"*.
- b) All plans shall be size "D" drawings measuring 22 inches by 36 inches reproducible in black and white print.
- c) All specifications shall be printed on 8-1/2 inch wide by 11 inch long paper suitable for binding in the Department's proposal book.
- d) The Municipality shall provide a detailed engineer's estimate of the cost of such additional work calculated in a manner acceptable to the Department and allowable for bidding. The Municipality agrees that all cost information developed for such bidding shall be kept confidential pursuant to the provisions of Title 23 of the Maine Revised Statutes Annotated (M.R.S.A.) Section 63.
- e) The Municipality shall obtain all permits, licenses, releases and approvals necessary or incidental to the additional work described in Section 1 above.
- f) The submission of all plans, specifications and estimates; as well as all permits, licenses, releases and approvals shall be done in such a timely manner as not to unreasonably delay the Department's schedule for soliciting bids to construct the Project.
- g) The Municipality may utilize the electronic exchange of CADD data; the Municipality must accept pertinent electronic input data as specified by the Department. A copy of the

Department's specifications can be found on its website under Business and CADD support. It is the responsibility of the Municipality to translate this data into other formats required for use in their design software.

3. Following solicitation of competitive bids for the Project under Paragraph D of the Agreement; but before award of a contract to construct the Project that includes additional work as described in Section 1 above; action must be taken by the Municipality:

- a) If the bid price received for such additional work exceeds the detailed engineers estimate by any more than ten (10%) percent, the Municipality may reject such bid price by notifying the Department in writing within five (5) business days following the opening of such bids. The Municipality may waive such right by doing so in writing anytime prior to or during such period. Otherwise, all decisions pertaining to the acceptance of bids and the award of any construction contract shall be the sole discretion of the Department.
- b) If the bid price for such additional work is acceptable to the Municipality, the Municipality shall pay the Department, an amount equal to the Municipality's share of the estimated cost of such additional work based upon the prices of the successful bidder. Following receipt of payment, the Department agrees to award a contract to construct the Project including the additional work.
- c) The parties agree that any additional adjustments to the amount of any payment or deposit made pursuant to the provisions of subparagraph b) above because of any differences between estimated and actual quantities which effects the actual cost of such additional work shall be due and payable upon determination of final quantities, unless the Department determines that the actual cost of such additional work is expected to differ measurably from the amount of such payment, due to changes in quantities placed or work performed during the period of construction.

[illegible]